IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.2330 OF 2004

Shri Laxman S. Gavankar
Ex-Serviceman ..Petitioner

Vs.

Managing Director
Indian Airlines Ltd. & Ors. ..Respondents

Petitioner in person
Mr.K.B.Swamy Advocate i/b. Chayya Shah Advocate for Respondent Nos.1 to 3.

CORAM: F.I. REBELLO &
S.P. KUKDAY, JJ.
DATE: 16TH MARCH, 2005.

P.C.

. The Petitioner has approached this Court on the ground that his provident fund dues is not paid and further sought damages on that amount. He has further prayed that he be paid encashment and compound interest at the rate of 18% on that amount.

. Respondents have filed an affidavit of one Shri G.J. Raokhande, Deputy Manager (Finance). In the said affidavit it is set out that all together they have paid a sum of Rs.1,44,351.73ps. as set out in paragraph No.8 of affidavit in reply.

. In so far as the encashment is concerned the Respondents have pointed out that the Petitioner had at his credit balance of seventy-six days of leave

to which they have added twenty days at prorata basis upto 23rd February, 2000 and accordingly they have paid a sum of Rs.23,136/- by cheque dated 29th January, 2004. It is the case of the Petitioner that these are not all the amounts. If that be the case, it will be open to the Petitioner to file a suit for recovery of the additional amounts. This Court in the exercise of its extra ordinary jurisdiction cannot go into the disputed question of the facts.

. The Prothonotory and Senior Master, High Court, Mumbai in respect of the amounts deposited and which are pending can pay the said amounts to the Petitioner on producing certified copy of this order.

. With the above discussion Petition stands disposed of . No order as to costs.

(F.I.REBELLO,J.)

(S.P. KUKDAY,J.)